

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made on the 19th day of October, 2016 by and between:

Ministry of Railways, Government of India (hereinafter referred to as "**MOR**")

AND

Ministry of Urban Development, Government of India (hereinafter referred to as ("**MOUD**")

The expressions "MOR" and "MOUD", shall, wherever the context admits, mean and include their respective successors-in-interest and permitted assigns and shall hereafter be referred to individually as "Party" and collectively as "Parties".

WHEREAS MOR has taken up redevelopment of railway stations across the country with modern passenger amenities with fund generated from commercial development on leasehold rights for the railway land and air-space at the railway station.

WHEREAS MOUD is implementing many important programmes of Government of India including SMART City Mission, AMRUT and HRIDAY in various cities across India through respective State Governments and Urban Local Bodies.

WHEREAS both the railway stations redevelopment and the SMART City Mission /AMRUT concepts are part of the holistic development of the respective city, and a Smart City will necessarily have a modern railway station along with integrated public transport. Hence, there is a need for coordinated efforts for integrated development and bring in economies of cost and integrated approach to develop the city (the "**Project**").

WHEREAS MOUD being the nodal Ministry for Urban Development, is keen to provide all assistance to MOR to ensure implementation of the railway stations development initiative as an iconic project within the overall master plan of the city; MOUD would work with State Governments and Urban Local Bodies to treat this project as a Special Project with Special Development Control Rules.

NOW, THEREFORE, in consideration of the foregoing to facilitate the efficient development of Smart Cities with modern railway stations, the parties hereby have agreed to the following:

1. MOUD and MOR, without any prejudice to their own project responsibilities, recognise this opportunity for working together for the railway stations redevelopment along with SMART City projects. Therefore, the parties have agreed to include the railway station redevelopment of smart cities and its suburbs as part of the Smart City Plan. This would lead to an integrated public transit hub around the railway station, and encourage Transit Oriented Development. The existing Project Management Consultants (PMCs) may be used to prepare the integrated redevelopment plan, DPR/RFP etc. Necessary inputs for the railway station development will be supplied by MOR-designated entities.
2. Each Smart City has incorporated a Special Purpose vehicle (SPV Company) to execute the Smart City Plan. This SPV has a 50-50 equity ownership by the concerned State Government and the local body. It also has a full-time Chief Executive Officer (CEO) and Board of Directors. MOUD would work with concerned State Governments so that Smart City SPVs may form a joint venture company with a MOR-designated entity to drive the railway station re-development project in that city and in its suburbs.
3. The ownership structure for such a joint venture (JV I) would be equal shareholding from the MOR designated-entity, and from the Smart City SPV, on similar lines as the Metro companies set up across many cities. This joint venture (JV I) company would speedily implement the re-development of Railway Stations. Such railway stations redevelopment would be taken up as an area-based development project, on similar lines as the area-based development projects that are already being implemented by Smart City SPVs. The area taken up for such development could be between 300 to 800 acres around the railway station. The State Government and the Urban Local Body would facilitate approvals and permissions to this JV Company for smooth implementation of the railway station redevelopment project.

4. Another form of the joint venture (JV II) could be between the MOR designated entity, the Smart City SPV and the NBCC, a Government of India enterprise. The three entities would have an equal one-third share each in the JV II. In the JV II, the NBCC would design, develop and execute the redevelopment of railway stations. In the JV II, the NBCC would be given adequate representation in the Board and also positions, such as the MD and COO.
5. Besides above two models of JV I, JV II MoUD and MoR may decide jointly any other mutually agreed model if considered necessary.
6. The JV I Company could have a suggested management structure bringing in officials from both Railways and City Governments. The JV Company's Chairperson/CEO shall be from MOR, State Governments /Smart City SPVs or a professional hired from the market. These positions have to be mutually decided by both MOR and State Governments/ Smart City SPVs. In any case the representatives of MOR or State Governments/ SPVs shall occupy only one position each at a time. Other Directors in the JV Company may include the concerned functional head from railway like Divisional Railway Manager (DRM) or as nominated by railways, the local District Magistrate and Superintendent of Police and other nominees of the State Government, especially from Urban Development Department and Transport Department. The JV shall follow the Smart Cities Mission Guidelines.
7. Since Urban Development and City Governance is under the 'State List' of the Seventh Schedule of the Constitution, MOUD would work with State Governments and Urban Local Bodies towards the above outcomes. MOR, being under the 'Union List', would work directly towards setting up such JV Companies.
8. To ensure speedy implementation of this MOU, both MOR and MOUD shall nominate a Nodal Officer to work on the above outlined action plan. Such Nodal Officers shall be empowered to take all necessary decisions.

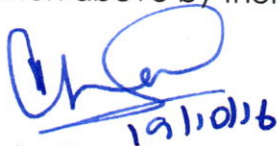
Any dispute, difference or controversy of whatever nature arising in relation to this MOU (the "Dispute") shall be resolved amicably by the signatories.

This MoU shall be without prejudice to any other MOU entered into between either of the Parties, and shall not in any way affect any other understanding as may be necessary for any other project.

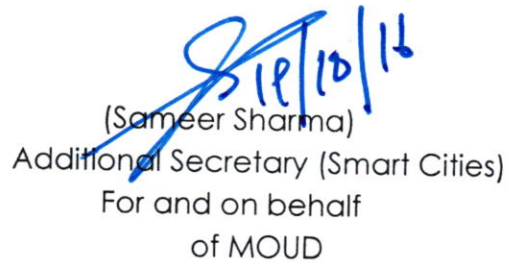
The Parties may with mutual consent decide on further amendments to this MOU, as may be considered necessary to ensure smooth and efficient execution of the Projects.

This MOU shall be initially valid for a period of 5 (five) years which can be mutually extended / terminated at any stage.

IN WITNESS thereof, the PARTIES hereto have signed this MOU on the date first written above by their duly authorised representatives.



(Rajiv Chaudhary)
Adviser (L&A)
For and on behalf
Of MOR



(Sameer Sharma)
Additional Secretary (Smart Cities)
For and on behalf
of MOUD

WITNESS:

- 1.
- 2.